

Simplifi Data Protection Addendum

This Simplifi Data Protection Addendum (“**DPA**”) is made and entered into as of the date it is fully executed by the Parties hereto (“**Effective Date**”) by and between Simplifi Holdings, LLC (“**Simplifi**”) and the Simplifi customer identified below (“**Customer**,” together with Simplifi, the “**Parties**,” each a “**Party**”).

1. **Definitions.** Terms capitalized but not otherwise defined in this Exhibit shall have the definitions provided in the Agreement.

a. “**CCPA**” means the California Consumer Privacy Act (Cal. Civ. Code 1798.100 *et seq.*) and its regulations, each as may be updated, amended, or replaced from time to time.

b. “**Data Privacy Laws**” means all data protection and privacy laws, regulations, governmental requirements, and mandatory industry self-regulations, including without limitation the CCPA and EU/UK Data Privacy Laws (as defined below), that are applicable to Personal Information, as they may be amended or replaced from time to time, including but not limited to applicable laws and regulations that are enacted or become effective after the Effective Date of this Agreement, in each case as may be updated, amended, or replaced from time to time.

c. “**EU/UK Data Privacy Laws**” means all data protection and privacy laws, regulations, governmental requirements, and mandatory industry self-regulations that are applicable to Personal Information in the European Economic Area, Switzerland, and the United Kingdom, including but not limited to: (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (the “**EU GDPR**”); (b) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (the “**UK GDPR**”); (c) the Swiss Federal Data Protection Act (“**Swiss DPA**”), (d) Directive 2002/58/EC; (e) any applicable national laws and regulations that implement or are substantially similar to the EU GDPR or Directive 2002/58/EC; and (f) any other law relating to data protection, the processing of Personal Information, and privacy in the European Union, European Economic Area, Switzerland, and the United Kingdom, in each case as may be updated, amended, or replaced from time to time.

d. “**Personal Information**” means information that (i) identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household and/or that constitutes “personal information,” “personal data,” “personally identifiable information,” or a similar term defined and regulated under Data Privacy Laws; and (ii) is processed by Simplifi for or on behalf of Customer pursuant to the Agreement.

e. “**Restricted Transfer**” means (i) where the EU GDPR applies, a transfer of Personal Information from the European Economic Area to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Information from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018 as may be updated, amended, or replaced from time to time; and (iii) where the Swiss DPA applies, a transfer of Personal Information to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner as may be updated, amended, or replaced from time to time.

f. “**Rights Request**” means a request from an individual or authorized third party to exercise legal rights granted under Data Privacy Laws with respect to Personal Information.

g. “**Standard Contractual Clauses**” or “**SCCs**” means, collectively: (i) the contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as may be updated, amended, or replaced from time to time, and (ii) the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018, as may be updated, amended or replaced from time to time (“**UK Addendum**”).

h. *Other Terms.* The terms “business,” “data subject,” “controller,” “processor,” “process,” “sell,” “service provider,” “subprocessor,” and conjugations thereof, shall have the meanings ascribed to such terms in Data Privacy Laws as applicable.

2. **General.** The description of the processing of Personal Information is contained in Schedule 1, Annex II hereto. Notwithstanding anything to the contrary in this Agreement, or any other agreement between the Parties, each Party shall remain responsible for its own activities and liabilities under Data Privacy Laws subject to the limitations, exclusions, and waivers of liability for such Party under the Agreement. The Parties shall comply with Data Privacy Laws as applicable to each Party’s activities in connection with the Agreement, and each Party shall provide the level of privacy protection for Personal Information required by Data Privacy Laws in each case to the extent applicable. In

the event of any conflict between the Agreement and this Exhibit C with respect to the processing of Personal Information, this Exhibit C shall control to the extent of the conflict.

3. Customer Obligations.

a. *Lawfulness of Personal Information.* Customer represents and warrants that it (i) has provided all notices as required by and in compliance with the Data Privacy Laws, including without limitation notices at or before the point of collection of the Personal Information; and (ii) that Customer has all required rights, licenses, consents, and permissions to make the Personal Information available to Simplifi for Simplifi's processing as provided in the Agreement.

b. *Privacy Policy.* Customer will maintain and abide by a privacy policy that complies with all Applicable Laws ("**Privacy Policy**"). There must be a clear and conspicuous link to the Privacy Policy on each webpage or other digital property where Simplifi's data collection occurs. At a minimum, and without limiting anything in this Agreement, Customer's Privacy Policy must: (i) notify users in plain language that information is being collected from or about the users over time and across web domains, applications, and/or devices owned or operated by different entities to deliver advertising based on a user's preferences or interests inferred from the data collected ("**Interest Based Advertising**"); (ii) describe the types of information collected for Interest Based Advertising including any precise location information if applicable; (iii) explain the purposes for which information may be collected by and/or shared with third parties for Interest Based Advertising (including the purpose of cross-device linking if applicable); and (iv) include a conspicuously posted link to a mechanism by which users may opt out of the collection of data for Interest Based Advertising, preferably the NAI opt out link: <http://optout.networkadvertising.org> (or such link as the NAI may make available from time to time).

c. *NAI Code Requirements.* Customer agrees that, to the extent it receives data that identifies a particular device or browser from Simplifi, Customer will not attempt to merge such data with Personal Information held by Customer or otherwise re-identify the individual for Interest Based Advertising purposes except where (a) the received data is the proprietary information of Customer; or (b) "Robust Notice" is provided and/or "Opt-In Consent" is obtained from the user as defined in, and in compliance with, the Network Advertising Initiative Code of Conduct.

d. *Foreign Adversaries Act.* Customer represents and warrants that it is not, and any entity receiving Personal Information on Customer's behalf under this Agreement is not, "controlled by a foreign adversary," as that term is defined in the Protecting Americans' Data from Foreign Adversaries Act of 2024.

e. *Customer as Agency.* In the event Customer is an Agency, Customer shall be responsible for ensuring, and shall ensure, that each of its Advertisers are in compliance with all of the obligations imposed on Customer under this Exhibit.

4. Simplifi Processor Terms. This section applies to Simplifi's processing of Personal Information except as set forth in Section 5 below.

a. *Relationship of the Parties.* The Parties agree that the Customer shall be the "controller" (or equivalent term) and Simplifi shall be a "processor" (or equivalent term), in each case as such terms are defined by Data Privacy Laws, with respect to Personal Information.

b. *Processing of Personal Information.* Customer instructs Simplifi to process Personal Information only in accordance with the limited and specified purposes set forth in the Agreement and Data Privacy Laws, and Simplifi shall notify Customer in the event Simplifi determines that Customer's instructions violate Data Privacy Laws, provided that the foregoing obligation does not impose a duty on Simplifi to monitor Customer's instructions for compliance with such laws. Simplifi shall process Personal Information consistent with documented instructions provided by Customer, which include: (i) to provide the Services to Customer under the Agreement and otherwise comply with the Agreement; (ii) in accordance with other documented instructions provided by Customer consistent with the Agreement and agreed to by Simplifi in a signed writing; and (iii) as otherwise required by Applicable Law, provided that Simplifi will notify Customer before undertaking processing required by law unless prevented from doing so by law.

c. *Prohibited Processing of Personal Information.* Except as necessary to provide the Services or comply with Customer's instructions, Simplifi shall not (i) sell Personal Information; (ii) share Personal Information for cross-context behavioral advertising purposes; (iii) process Personal Information outside of the direct business relationship between Simplifi and Customer; or (iv) combine Personal Information with personal information Simplifi obtains from sources other than Customer, except as may be permitted for a processor (or equivalent term) under Data Privacy Laws.

d. *Compliance with Data Privacy Laws.* If Simplifi determines that it can no longer meet its obligations under Data Privacy Laws, Simplifi will notify the Customer. Taking into account the nature of the processing of Personal Information and the information available to Simplifi, Simplifi shall use commercially reasonable efforts to provide reasonable assistance to Customer, at Customer's expense, with: (i) responding to Rights Requests under Data Privacy Laws solely to the extent Customer cannot respond or carry out the Rights Request without Simplifi's assistance; (ii)

providing information necessary to demonstrate Simplifi's compliance with Data Privacy Laws; and (iii) data protection impact assessments and other assessments and responses to supervisory authorities to the extent required by Data Privacy Laws and/or such supervisory authorities. To the extent expressly required by Data Privacy Laws, at Customer's sole expense, and in each case with prior notice to and coordination with Simplifi, (x) Customer may take reasonable and appropriate steps to (1) ensure that Simplifi complies with its obligations under Data Privacy Laws and this Agreement; and (2) upon notice of any unauthorized processing of Personal Information by Simplifi, take reasonable and appropriate steps to stop and remediate such unauthorized use of Personal Information; and. (y) Simplifi shall submit to audits and/or inspections by Customer or Customer's mutually acceptable auditor, provided that the scope, timing, and duration of any such assessments, including conditions of confidentiality, shall be mutually agreed upon by Simplifi and the Customer in advance and such audits or assessments are conducted during Simplifi's ordinary business hours in a manner designed to limit the impact of such audits or assessments to Simplifi's business and operations.

e. *Subprocessors.* Simplifi: (i) may engage subprocessors in connection with the provision of the Services and shall provide Customer with notice of any additions to or replacements of subprocessors, thereby giving Customer ten (10) business days to object thereto on reasonable grounds relating to privacy and/or data protection; (ii) shall enter into a written contract with each such subprocessor that contains the same or similar terms as in this Agreement with respect to protections for Personal Information; and (iii) shall make available to Customer the current list of subprocessors for the Services. In the event Customer objects to a subprocessor as provided above, the Parties shall meet in good faith to attempt to identify commercially reasonable mechanisms or approaches to address Customer's objection, and further provided that in the event the Parties cannot come to an agreement thereon, Simplifi may terminate the Agreement or the portion of the Services impacted by the objected-to subprocessor without penalty. Subject to the limitations, exclusions, and waivers of liability under the Agreement, Simplifi shall be responsible for the acts, omissions, and processing of its subprocessors as if such acts, omissions, or processing were that of Simplifi.

f. *Personnel.* Without limiting any confidentiality provisions in the Agreement, Simplifi will use reasonable efforts to ensure that each person processing Personal Information is subject to a duty of confidentiality with respect to such Personal Information.

g. *Security.* Without limiting any data security or data breach notification provisions in the Agreement, Simplifi will (i) implement appropriate technical and organizational measures reasonably designed to protect Personal Information from unauthorized access, acquisition, loss, or modification and (ii) notify Customer promptly and without undue delay of any actual or reasonably suspected compromise of the security of Personal Information and provide reasonable information necessary for Customer to carry out its obligations under Data Privacy Laws, taking into account the nature of the processing and the information available to Simplifi.

h. *Retention and Deletion.* Simplifi shall retain Personal Information for no longer than is necessary for the purposes for which it was obtained under this Agreement and shall delete or deidentify Personal Information upon termination of this Agreement.

5. **California Cross-Context Behavioral Advertising Terms.** This section applies in lieu of Section 4 to the extent Simplifi processes Personal Information subject to the CCPA in connection with the provision of Services that constitute "cross-context behavioral advertising" under the CCPA, because the CCPA prohibits Simplifi from acting as a "service provider" or "contractor" with respect to such Services. See 11 C.C.R. § 7050(b).

a. *Relationship of the Parties.* The Parties agree that the Customer shall be the "business" and Simplifi shall be a "third party" (each as defined in the CCPA) with respect to Personal Information.

b. *Processing of Personal Information.* Simplifi shall process Personal Information for the limited and specified purposes set forth in the Agreement, including without limitation: (i) to provide the Services and exercise Simplifi's rights and obligations under the Agreement; (ii) in accordance with documented instructions provided by Customer consistent with the Agreement; (iii) to improve Simplifi's products and Services; and (iv) as otherwise required or permitted by Applicable Law.

c. *Compliance with Data Privacy Laws.* If Simplifi determines that it can no longer meet its obligations under Data Privacy Laws, Simplifi will notify the Customer. To the extent expressly required by Data Privacy Laws, at Customer's expense, and in each case with prior notice to and coordination with Simplifi, Customer may take reasonable and appropriate steps to (i) ensure that Simplifi complies with its obligations under Data Privacy Laws and this Agreement; and (ii) upon notice of any unauthorized processing of Personal Information by Simplifi, take reasonable and appropriate steps to stop and remediate such unauthorized processing of Personal Information.

d. *Personnel.* Without limiting any confidentiality provisions in the Agreement, Simplifi will use reasonable efforts to ensure that each person processing Personal Information is subject to a duty of confidentiality with respect to such Personal Information.

e. **Security.** Without limiting any data security or data breach notification provisions in the Agreement, Simplifi will (i) implement appropriate technical and organizational measures reasonably designed to protect Personal Information from unauthorized access, acquisition, loss, or modification and (ii) notify Customer promptly and without undue delay of any actual or reasonably suspected compromise of the security of Personal Information and provide reasonable information necessary for Customer to carry out its obligations under Data Privacy Laws taking into account the nature of the processing and the information available to Simplifi.

f. **Retention and Deletion.** Simplifi shall retain Personal Information for no longer than is necessary for the purposes for which it was obtained under this Agreement and shall delete or deidentify Personal Information upon termination of this Agreement.

6. **Restricted Transfers.** Simplifi processes Personal Information in the United States. This Section shall apply in the event of a Restricted Transfer of Personal Information. In the event that any provision of this Addendum or the Agreement conflicts with the SCCs, the SCCs shall prevail solely to the extent of any Restricted Transfer. To the extent the transfer of Personal Information from Customer or Customer's Advertiser to Simplifi is a Restricted Transfer and EU/UK Data Privacy Laws require that appropriate safeguards be put in place with respect to such transfer, such transfer shall be subject to the SCCs, which shall be incorporated by reference into this Exhibit as follows:

a. **EU GDPR.** For Restricted Transfers of Personal Information that is subject to the EU GDPR, the SCCs will apply as follows: (1) Module Two (controller to processor) will apply; (2) in Clause 7, the optional docking clause will apply; (3) in Clause 9, Option 2 will apply, and the time period for prior notice of Subprocessor changes shall be as set out in Section 6(f) of this Exhibit; (4) in Clause 11, the optional language will not apply; (5) in Clause 17, Option 1 will apply, and the SCCs will be governed by the law of Denmark; (6) in Clause 18(b), disputes shall be resolved before the courts of Denmark; and (7) Annexes I and II of the SCCs will be deemed completed with the information in Annexes I and II to this Addendum, respectively.

b. **UK GDPR.** For Restricted Transfers of Personal Information that is subject to the UK GDPR, the SCCs: (1) shall apply as completed in accordance with paragraph (i) above; and (2) shall be deemed amended as specified by the UK Addendum, which shall be deemed executed by the parties and incorporated into and form an integral part of this Addendum. In addition, Tables 1 to 3 in Part 1 of the UK Addendum shall be completed respectively with the information set out in Annexes I and II of this DPA, and Table 4 in Part 1 shall be deemed completed by selecting "neither party."

c. **Swiss DPA.** For Restricted Transfers of Personal Information that is subject to the Swiss DPA, the SCCs shall apply as completed in accordance with paragraph (i) above, with the following modifications: (1) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA and references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA; (2) references to "EU", "Union", "Member State" and "Member State law" shall be replaced with references to "Switzerland", or "Swiss law"; (3) the term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (i.e., Switzerland); (4) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Swiss Federal Data Protection Information Commissioner" and "applicable courts of Switzerland"; (5) in Clause 17, the SCCs shall be governed by the laws of Switzerland; and (6) with respect to transfers to which the Swiss DPA applies, Clause 18(b) shall state that disputes shall be resolved before the applicable courts of Switzerland.

7. **General Terms.**

a. **Miscellaneous.** This DPA controls and supersedes the Agreement in all respects with respect to any inconsistent, contrary, or conflicting (directly or indirectly) provision or term, except to the extent the applicable provision or term of the Agreement expressly states that such provision or term supersedes this DPA. Notwithstanding the foregoing, in the event of a conflict or inconsistency between this DPA and the SCCs, the SCCs shall control solely to the extent of such conflict or inconsistency and solely with respect to a Restricted Transfer. The Agreement and this DPA, including any schedules or exhibits hereto and thereto, which are incorporated herein and therein by reference, constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all prior or contemporaneous oral and written agreements and understandings. This DPA may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument, and may be executed by PDF, facsimile, or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this DPA as of the Effective Date.

Customer Name _____
By: _____
Name: _____
Title: _____
Date: _____

Simplifi Holdings LLC
By: Evan Kolter
Name: Evan Kolter
Title: CFO

SCHEDULE 1 TO DPA
Annexes to the EU Standard Contractual Clauses

ANNEX I:

List of Parties

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: ...
Address: ...
Contact person's name, position and contact details: ...
Activities relevant to the data transferred under these Clauses: ...
Signature and date: ...
Role (controller/processor): Controller

Data importer(s):

Name: Simplifi Holdings, LLC
Address: 128 East Exchange Ave, Suite 700, Fort Worth, TX, 76164
Contact person's name, position and contact details: Evan Kolter, CFO, privacy@simplifi.fi
Activities relevant to the data transferred under these Clauses: Data importer and data processor
Signature and date: ...
Role (controller/processor): Processor

Description of Transfer

Categories of data subjects whose personal data is transferred

Consumers who visit the Customer's website, or, if the Customer is an Agency, the Customer's Advertisers' websites

Categories of personal data transferred

Online identifiers (including: IP address, cookies, and mobile advertising identifiers);
Usage data (including: advertisements seen and interacted with and information about browsing behavior on a website or app, such as domain or app store URL or bundle ID, category code associated with website or app, referring website address, date/time of visit, and 'click through' data);
Location data (including: derived location data and, for certain Services, precise location data);
Technical data (including: type of device, dimensions of a device's screen, browser type, browser version, browser language, use of ad blocking tools);
Interest data (including: interest segments that include information inferred from consumers' behavior or likely interests associated with consumers); and
Other personal data relevant to provide the Services.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

N/A

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The data is transferred continuously.

Nature of the processing

The data is processed by collection, analysis, storage, disclosure, use, and deletion pursuant to the Customer's instructions and this Agreement.

Purpose(s) of the data transfer and further processing

The personal data is processed for the purposes of providing, improving, and developing Simplifi's Services, which include programmatic advertising and agency management software

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal Information will be retained in accordance with Simplifi's data retention policies and practices, which are designed to ensure that Personal Information is retained for no longer than necessary to achieve the purposes for which it was obtained under this Agreement.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing

For information please visit: <https://simpli.fi/providers/>.

Competent Supervisory Authority

Except as otherwise set forth in Section 6 of Exhibit C, these SCCs shall be governed by the law of Denmark and disputes arising from these SCCs will be resolved in the courts of Denmark.

ANNEX II: Technical and Organisational Measures Including Technical And Organisational Measures to Ensure the Security Of the Data

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

For a detailed description of these measures please visit: <https://trust.simpli.fi/>

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

For more information visit: <https://trust.simpli.fi/>